

EXHIBIT E



Signed and Filed: April 5, 2019

DENNIS MONTALI
U.S. Bankruptcy Judge

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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION
- and -
PACIFIC GAS & ELECTRIC
COMPANY,
Debtors.

Case Nos. 19-30088 (DM)
(Lead Case) (Jointly Administered)
Adv. Pro. No. 19-03006 (DM)

PG&E CORPORATION,
PACIFIC GAS & ELECTRIC
COMPANY,
Plaintiffs,
v.
PUBLIC EMPLOYEES
RETIREMENT ASSOCIATION OF
NEW MEXICO, et al.
Defendants.

STIPULATED ORDER REGARDING
SCHEDULING ONLY AS TO PUBLIC
EMPLOYEES RETIREMENT
ASSOCIATION OF NEW MEXICO

[No Hearing Requested]

The Court having considered the *Stipulation and Agreement for Order Regarding Scheduling Only as to Public Employees Retirement Association of New Mexico* (“Stipulation”), entered into by and between PG&E Corporation (“PG&E Corp.”) and Pacific Gas and Electric Company (the “Utility”), as debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned Chapter 11 cases, and as Plaintiffs in the above-captioned adversary proceeding (the “Adversary Proceeding”), on the one hand, and Public Employees Retirement Association of New Mexico (“PERA”), on the other hand, filed on April 3, 2019 [Adv. Docket No. 34]; and, pursuant to such stipulation and agreement of the Parties, and upon the following recitals as stipulated by the Parties:

RECITALS

A. On February 15, 2019, the Debtors commenced the above-captioned adversary proceeding (the “Adversary Proceeding”) by filing Debtors’ Complaint for Preliminary and Permanent Injunctive Relief as to Actions against Non-Debtors [Adv. Docket No. 1] (the “Complaint”).

B. On February 15, 2019, the Debtors filed Debtors’ Motion for Preliminary Injunction as to Actions against Non-Debtors [Adv. Docket No. 2] (the “PI Motion”).

C. On February 19, 2019, this Court issued a Summons and Notice of Scheduling Conference in the Adversary Proceeding [Adv. Docket No. 4] (the “Summons”). The Summons set a scheduling conference in the Adversary Proceeding (the “Scheduling Conference”) for April 24, 2019, at 9:30 AM PST.

D. On February 19, 2019, this Court issued an Order Re Initial Disclosures and Discovery Conference [Adv. Docket No. 5] (the “Discovery Order”).

E. On February 20, 2019, the Debtors noticed the PI Motion for hearing on March 27, 2019, at 9:30 AM PST (the “March 27 Hearing”) [Adv. Docket No. 6].

F. On March 20, 2019, the Debtors filed a Reply Memorandum of Points and Authorities in Further Support of Debtors’ Motion for Preliminary Injunction as to Actions against Non-Debtors [Adv. Docket No. 18], in which Debtors noted that they were “engaged in

1 procedural and other discussions” with PERA, and did not plan to proceed with their PI Motion as
2 against PERA at the March 27 Hearing.

3 G. The Discovery Order requires that the Parties conduct a discovery conference (the
4 “**Discovery Conference**”) at least 21 calendar days before the Scheduling Conference, *i.e.*, by April
5 3, 2019. The Discovery Order further requires that the Parties make initial disclosures (the “**Initial**
6 **Disclosures**”) and file a written discovery plan (the “**Discovery Plan**”) within fourteen (14) days of
7 the Discovery Conference.

8 H. The Parties’ “procedural and other discussions” are ongoing, and they plan to submit
9 a stipulation regarding the Debtors’ prosecution of the Complaint and PI Motion as against PERA as
10 soon as possible.

11 I. The Parties agree that the Scheduling Conference shall be adjourned without date,
12 and that the Parties’ deadlines for the Discovery Conference, Initial Disclosures, and Discovery Plan
13 shall be continued indefinitely, subject to the anticipated stipulation.

14 **NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE**
15 **INCORPORATED HEREIN, AND GOOD CAUSE APPEARING, IT IS HEREBY**
16 **ORDERED THAT:**

- 17 1. The Scheduling Conference shall be adjourned without date.
- 18 2. The Parties’ deadlines to conduct the Discovery Conference, make Initial
19 Disclosures, and file a Discovery Plan shall be continued indefinitely.
- 20 3. If either Party, at any time, wishes to reset the Scheduling Conference, that
21 Party may request a meet-and-confer (the “**Meet-and-Confer**”) with the other Party to attempt to
22 agree as to a date on which to reset the Scheduling Conference; pursuant to the Discovery Order, that
23 date shall provide the basis for the Parties’ deadlines to conduct the Discovery Conference, make
24 Initial Disclosures, and file a Discovery Plan. The Meet-and-Confer must take place within five (5)
25 days of the requesting Party’s initial request to the other Party to conduct the Meet-and-Confer.
- 26 4. If the Parties cannot reach agreement as to a date on which to reset the
27 Scheduling Conference within five (5) days of the Meet-and-Confer, any Party shall have the right to
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1 request that this Court hold a status conference, on ten (10) days' notice, at which all Parties may be
2 heard regarding the date on which to reset the Scheduling Conference.

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4 APPROVED AS TO FORM AND CONTENT:

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6 Dated: April 3, 2019

7 MICHELSON LAW GROUP

8
9 /s/ Randy Michelson
Randy Michelson

10 *Attorneys for Public Employees Retirement*
11 *Association of New Mexico*

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13 * * END OF ORDER * *
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